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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

11 GRAND CANYON TRUST, INC., and  
12 SIERRA CLUB, INC. and NATIONAL  
13 PARKS AND CONSERVATION  
ASSOCIATION, INC.,

14 | Plaintiffs,

15 | v

SOUTHERN CALIFORNIA EDISON CO.,  
SALT RIVER PROJECT  
AGRICULTURAL IMPROVEMENT AND  
POWER DISTRICT, NEVADA POWER  
COMPANY and LOS ANGELES  
DEPARTMENT OF WATER AND POWER.

20 | Defendants.

CASE NO: CV-S-98-00305-LDG (RJJ)

## **ORDER TO VACATE CONSENT DECREE**

Courtroom: Honorable Lloyd D. George

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## **ORDER TO VACATE CONSENT DECREE**

Having considered the papers regarding Southern California Edison Company, Salt River Project Agricultural Improvement and Power District, Nevada Power Company and Los Angeles Department of Water and Power's (collectively, "Defendants") Unopposed Motion to Vacate Consent Decree, the Court makes the following Findings of Fact, Conclusions of Law and Order.

## FINDINGS OF FACT

8                 1. On February 19, 1998, Plaintiffs Grand Canyon Trust, Inc. and the Sierra Club,  
9 Inc. filed a citizen suit pursuant to Section 304 of the Clean Air Act, 42 U.S.C. § 7604, alleging  
10 violations of the Nevada State Implementation Plan and emission permits in connection with  
11 Defendants' Mohave power plant located in Clark County, Nevada ("Mohave Station"). A First  
12 Amended Complaint was filed on February 4, 1999, which added National Parks and  
13 Conservation Association as a party plaintiff (collectively with the Sierra Club, Inc. and the  
14 Grand Canyon Trust, Inc., "Plaintiffs").

15                   2. On December 15, 1999, Plaintiffs and Defendants entered into a Consent  
16 Decree which sought to bring air pollution emissions from the Mohave Station's coal-fired  
17 generating units within specified emission limitations by the first quarter of 2006.

18                   3. During the period of time between the entry of the Consent Decree and the  
19 date on which each coal-fired generating unit was to commence compliance with the final  
20 emission limitations (the “Interim Period”), Defendants’ SO<sub>2</sub> emissions for each unit did not  
21 exceed 1.0 pounds per million BTU of heat input calculated on a 90-day boiler operating day  
22 rolling average, as set forth in paragraph 18(a) of the Consent Decree.

23                  4. During the Interim Period, Defendants deposited \$5,000 into an escrow  
24 account for every opacity reading in excess of 30 percent (“Excess Opacity Readings”) that  
25 exceeded 375 per calendar quarter, pursuant to paragraph 34(e) of the Consent Decree.

26               5. During the Interim Period, a total of 7,922 Excess Opacity Readings were  
27 recorded during 24.185 quarters, which equates to an Average Quarterly Opacity Exceedance of  
28 327.558. As per paragraph 18(b) of the Consent Decree, an Average Quarterly Opacity

1 Exceedance of less than 375 demonstrates compliance with the interim limit.

2                 6. Defendants timely submitted all required biannual reports during the Interim  
3 Period, as required by paragraph 20 of the Consent Decree.

4                 7. On December 31, 2005, before the final emission limitations set forth in the  
5 Consent Decree went into effect, the Mohave Station ceased all coal-fired operations, pursuant to  
6 paragraphs 4 and 14 of the Consent Decree. Thereafter, Defendants decided to make the plant  
7 shutdown permanent, and SCE cancelled its operating permits and began removal of all of the  
8 Mohave Station's generating equipment.

9                 8. Defendants timely submitted all quarterly reports pursuant to paragraph 21 of  
10 the Consent Decree.

11                 CONCLUSIONS OF LAW

12                 1. Defendants fully complied with the Consent Decree's BTU threshold for SO2  
13 emissions during the Interim Period.

14                 2. Defendants fully complied with the Consent Decree's opacity limits during the  
15 Interim Period.

16                 3. Defendants fully complied with the Interim Period biannual reporting  
17 requirements.

18                 4. The closure of the Mohave Station constitutes full compliance with the  
19 Consent Decree because by ceasing plant operations, Defendants have complied with all of the  
20 Consent Decree's final emission limitations and achieved the Consent Decree's purpose.

21 Removal of the Mohave Station guarantees compliance with the Consent Decree's emission  
22 limitations in perpetuity.

23                 5. Defendants fully complied with the quarterly reporting requirements.

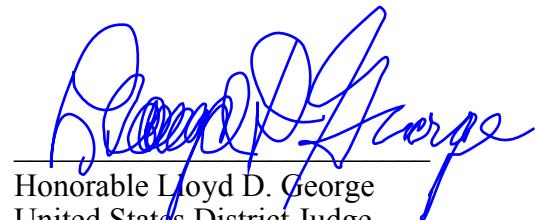
24                 6. The Average Quarterly Opacity Exceedance for the entire Interim Period was  
25 less than 375, and thus all penalties and interest that have accrued in the escrow should be  
26 returned to Defendants pursuant to paragraph 34(f) of the Consent Decree.

1 IT IS HEREBY ORDERED  
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3 1. The Consent Decree entered into by Plaintiffs and Defendants is hereby  
4 terminated as the Decree's purpose has been achieved, and

5 2. Stipulated penalties and interest that have accrued in the escrow account must  
6 be returned to Defendants as Defendants complied with the interim opacity limits set forth in the  
7 Consent Decree.

8 This 25 day of May, 2011.  
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10 Honorable Lloyd D. George  
United States District Judge  
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